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Attorney for Defendant, Cornerstone Credit Services, LLC

IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF ALASKA

JUSTIN RICHARD GILMORE,

Plaintiff,

vs.

CORNERSTONE CREDIT SERVICES, LLC

Defendant.

Case No. 3:16-CV-00214-TMB

**DEFENDANT'S ANSWER TO PLAINTIFF'S COMPLAINT**

Defendant, Cornerstone Credit Services, LLC, by and through counsel, Brian D. Heady of the Law Office of Dattan Scott Dattan, hereby Answers the Plaintiff's Complaint as follows:

1. Defendant admits that the plaintiff has filed an action for damages against the defendant in paragraph 1 of the complaint but denies that the action for damages has a legal or factual basis.

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Defendant's Answer to Plaintiff's Complaint

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2. Defendant admits that the plaintiff seeks to recover money damages and costs as stated in paragraph 2 of the complaint but denies that any such money damages and cost are justly due and owing to the plaintiff.
3. Defendant denies the allegation stated in paragraph 3 of the plaintiff's complaint.
4. Defendant denies the allegations stated in paragraph 4 of the plaintiff's complaint.
5. Defendant denies the allegations stated in paragraph 5 of the plaintiff's complaint.
6. Defendant lacks sufficient information to admit or deny the allegations stated in paragraph 6 of the plaintiff's complaint.
7. Defendant lacks sufficient information to admit or deny the allegations stated in paragraph 7 of the plaintiff's complaint.
8. Defendant admits the allegations stated in paragraph 8 of the plaintiff's complaint.
9. Defendant denies the allegations stated in paragraph 9 of the plaintiff's complaint.
10. Defendant denies the allegations stated in paragraph 10 of the plaintiff's complaint to the extent that the defendant does not know the "information and belief" to which the plaintiff refers.
11. Defendant denies the allegations stated in paragraph 11 of the plaintiff's complaint.
12. Defendant denies the allegations stated in paragraph 12 of the plaintiff's complaint.
13. Defendant denies the allegations stated in paragraph 13 of the plaintiff's complaint.
14. Defendant denies the allegations stated in paragraph 14 of the plaintiff's complaint.
15. Defendant denies the allegations stated in paragraph 15 of the plaintiff's complaint.
16. Defendant denies the allegations stated in paragraph 16 of the plaintiff's complaint.
17. Defendant denies the allegations stated in paragraph 17 of the plaintiff's complaint.

18. Defendant denies the allegations stated in paragraph 18 of the plaintiff's complaint.

19. Defendant denies the allegations stated in paragraph 19 of the plaintiff's complaint.

20. Defendant denies the allegations stated in paragraph 20 of the plaintiff's complaint.

21. Defendant denies the allegations stated in paragraph 21 of the plaintiff's complaint.

22. Defendant denies the allegations stated in paragraph 22 of the plaintiff's complaint.

Wherefore defendant prays that plaintiff take nothing in his prayer for relief as stated in paragraph 22 a, b, and c.

23. Defendant denies the allegations stated in paragraph 23 of the plaintiff's complaint.

24. Defendant denies the allegations stated in paragraph 24 of the plaintiff's complaint.

Wherefore defendant prays that plaintiff take nothing in his prayer for relief as stated in paragraph 24 a, b, and c.

25. Defendant denies the allegations stated in paragraph 25 of the plaintiff's complaint.

26. Defendant denies the allegations stated in paragraph 26 of the plaintiff's complaint.

Wherefore defendant prays that plaintiff take nothing in his prayer for relief as stated in paragraph 26 a, b, and c.

27. Defendant denies the allegations stated in paragraph 27 of the plaintiff's complaint.

28. Defendant denies the allegations stated in paragraph 28 of the plaintiff's complaint.

Wherefore defendant prays that plaintiff take nothing in his prayer for relief as stated in paragraph 28 a, b, and c.

29. Defendant denies the allegations stated in paragraph 29 of the plaintiff's complaint.

30. Defendant denies the allegations stated in paragraph 30 of the plaintiff's complaint.

Wherefore defendant prays that plaintiff take nothing in his prayer for relief as stated in paragraph 30 a, b, and c.

**AFFIRMATIVE DEFENSES**

1. The plaintiff's complaint fails to state a cause of action upon which relief may be granted.
2. The plaintiff's complaint is barred for his lack of ascertainable loss of money or property.
3. The plaintiff's claims are barred by waiver.
4. The plaintiff's claims are barred by the applicable statute of limitations.
5. The plaintiff's claims are barred by res judicata.
6. The plaintiff's claims are barred by lack of subject matter jurisdiction.
7. The plaintiff's claims are barred by his failure to mitigate any damages which he may have suffered.

WHEREFORE, Cornerstone Credit Services, LLC, prays that plaintiff's complaint be dismissed with prejudice; that plaintiff take nothing by his complaint and that Cornerstone Credit Services, LLC, be awarded its costs and attorney's fees in defending this action.

Respectfully submitted this 29th day of September, 2016.

s/Brian D. Heady  
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**CERTIFICATE OF SERVICE**

I hereby certify that on September 29th, 2016, a copy of the foregoing Answer to Complaint was served electronically on

Justin Gilmore

s/ Brian D. Heady